

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM

TO: United States Bankruptcy Court for the
Southern District of New York
Attn: Clerk

AND TO: Lehman Brothers Holdings Inc

CASE NAME: In re Lehman Brothers Holdings Inc., *et al.*,

CASE NO. Chapter 11, Case No. 08-13555 (JMP) (Jointly administered)

CLAIM NO. 13477 (In Part – See Below)

DESCRIPTION OF CLAIM SUBJECT TO TRANSFER: This Evidence of Transfer of Claim relates to the transfer of an undivided interest to the extent only of \$27,509,086.55 (comprising of \$26,691,709.09 in respect of the principal amount and \$817,377.46 in respect of interest) or a 41.81818% share (the “Transferred Portion”) of the above claim which has been filed against the Debtor in the Bankruptcy Court in the amount of \$65,782,598.27 (comprising of \$63,828,000.00 principal amount and \$1,954,598.27 interest) (the “Claim”).

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Deutsche Bank AG, London Branch (“Seller”) hereby unconditionally and irrevocably sells, transfers and assigns to CVI GVF (Lux) Master S.a.r.l. (the “Purchaser”), and Purchaser hereby agrees to purchase, as of the date hereof and on the further terms set forth in (and incorporated by reference in) in transaction confirmations between Seller and Purchaser with trade dates of 29 July 2010 and 23 March 2011 (the “Sale Agreements”):

(a) to the extent of the Transferred Portion only, all of Seller’s right, title and interest in and to Proof of Claim Number 13477 filed by or on behalf of Seller’s predecessor in interest (a copy of which is attached at Schedule 1 hereto) (the “Proof of Claim”) against Lehman Brothers Holdings, Inc., as guarantor of certain loan notes (*Schuldscheine*) issued by Lehman Brothers Bankhaus AG (in insolvency) and debtor in proceedings for reorganization (the “Proceedings”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”), administered under Case No. 08-13555 (JMP) (the “Debtor”);

(b) to the extent of the Transferred Portion only, all rights and benefits of Seller relating to or arising from the Proof of Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Proof of Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Proof of Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, “claims” as defined in Section 101(5) of Title 11 of the United States Code (the “Bankruptcy Code”)), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Proof of Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Proof of Claim, and (iv) any and all of Seller’s right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Proof of Claim, but only to the extent related to the Proof of Claim; and

(c) any and all proceeds of any of the foregoing,

(collectively, as described in clauses (a), (b), and (c), the "Transferred Claims").

2. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

3. All representations, warranties, covenants and indemnities (including those contained in the Sale Agreements) shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller.

4. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser.

5. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

6. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

(signatures on the following page)

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 31 day of ~~April~~ ^{May} 2012

DEUTSCHE BANK AG, LONDON BRANCH

By: 

Name:

Title:

Ross Miller
Director

Winchester House

1, Great Winchester Street

London EC2N 2DB

ENGLAND

Attn: Michael Sutton

Michael Sutton
Managing Director

CVI GVF (LUX) MASTER S.A.R.L.

BY CARVAL INVESTORS UK LIMITED

By: 

Name:

Title:

DAVID SHORT

OPERATIONS MANAGER

c/o CarVal Investors UK Ltd

25 Great Pulteney Street, 3rd Floor

London

W1F 9LT

SCHEDULE ONE

Copy of Proof of Claim 13477

(for Loan Notes (*Schuldscheine*) # 000200, 000700, 001300)